William Jacks & Co (M) Sdn Bhd v Chemquip (M) Sdn Bhd & Anor

HIGH COURT (KUALA LUMPUR) — CIVIL SUIT NO D5-22-870-90
ABU MANSOR J
14 JANUARY, 20 AND 24 MAY 1993

Civil Procedure *— Contempt of court — Breach of court order — Liability of directors of company — Imprisonment or fine — Whether postponement could be allowed for parties to settle matter — Whether damages adequate remedy*

The second defendant was an employee of the plaintiff. Under the terms of her employment, she was not to divulge the secrets of the plaintiff. The plaintiff alleged that in breach thereof, the second defendant had diverted orders of equipment placed by Ancom Bhd, a customer of the plaintiff's, which were meant for the plaintiff, to the first defendant where she later became the managing director.

On 30 May 1990, the plaintiff obtained an injunction to restrain the defendant from delivering the orders of equipment to Ancom Bhd. The injunction was served on the defendants on 30 May 1990. However, the defendants caused the equipment to be delivered to Ancom Bhd on 20 July 1990 by requesting the manufacturers of the equipment, Lightnin Pty Ltd, Singapore ('LPL'), to deliver the equipment directly to Ancom. In order that the transaction could not be traced to them, the defendants used a company named Oilquip to receive payments from Ancom.

The plaintiff brought commital proceedings against the defendants and directors of the first defendant for contempt of court for breach of the injunction.

Held, finding the defendants and the directors of the first defendant guilty of contempt:

(1) Directors of a company who have been notified of an injunction are liable for the breach of an injunction by the company. Therefore, the directors' defence that they left the day-to-day running of the company to the second defendant and were merely 'sleeping directors' failed.

(2) The defendants had ample opportunity to obey the injunction and were aware that by the delivery by LPL, the injunction would be breached. In failing to obey the injunction and stop the delivery, they knowingly breached the order and were guilty of contempt.

(3) Three directors were committed to imprisonment until they purged their contempt because the defendants had not only disobeyed the injunction but also attempted to circumvent it. This was later reduced to a fine of RM2,000 each in default one month's imprisonment, after the directors had served a few days of imprisonment. Another director was fined RM5,000 in default

two months' imprisonment as he was given the benefit of the doubt that he might have been ignorant of the order.

(4) The defendants' application for postponement on the ground of settlement was refused as the wrong to the administration of justice by their disobedience of a High Court order could not be settled by the payment of damages to the plaintiff.

[Bahasa Malaysia summary

Defendan kedua merupakan seorang pekerja plaintif. Di bawah terma pekerjaannya, beliau tidak dibenarkan mendedah rahsia plaintif. Plaintif mengatakan bahawa defendan kedua telah memungkiri terma tersebut dengan mengalihkan pesanan untuk kelengkapan yang dibuat oleh Ancom Bhd, pelanggan plaintif, yang dimaksudkan untuk plaintif, kepada defendan pertama di mana beliau kemudiannya telah menjadi pengarah urusan.

Pada 30 Mei 1990, plaintif telah memperolehi suatu injunksi untuk menghalang defendan daripada menghantar pesanan untuk kelengkapan itu kepada Ancom Bhd. Injunksi itu telah disampaikan kepada defendan pada 30 Mei 1990. Bagaimanapun, defendan telah menyebabkan kelengkapan itu dihantar kepada Ancom Bhd pada 20 Julai 1990 dengan meminta pembuat kelengkapan itu, Lightnin Pty Ltd, Singapore ('LPL'), supaya menghantar kelengkapan itu terus kepada Ancom. Agar transaksi itu tidak boleh dikesan kepada mereka, defendan telah menggunakan sebuah syarikat yang bernama Oilquip untuk menerima bayaran daripada Ancom.

Plaintif telah membawa prosiding komital terhadap defendan dan pengarah-pengarah defendan pertama untuk penghinaan mahkamah kerana pelanggaran injunksi itu.

Diputuskan, mendapati defendan dan pengarah defendan pertama bersalah kerana melakukan penghinaan mahkamah:

(1) Pengarah sesebuah syarikat yang telah diberitahu tentang suatu injunksi bertanggungjawab untuk pelanggaran injunksi itu oleh syarikat itu. Dengan demikian, pembelaan pengarah itu bahawa mereka telah meninggalkan pengurusan sehari ke sehari syarikat itu kepada defendan kedua dan hanya merupakan 'pengarah tidur' ('sleeping directors') gagal.

(2) Defendan mempunyai peluang yang lebih daripada mencukupi untuk mematuhi injunksi itu dan sedar bahawa dengan penghantaran itu oleh LPL, injunksi itu akan dimungkiri. Dengan kegagalan mereka untuk mematuhi injunksi itu dan menghentikan penghantaran itu, mereka telah memungkiri perintah itu dengan sengaja dan bersalah kerana melakukan penghinaan mahkamah.

(3) Tiga orang pengarah dikomitkan ke penjara sehingga mereka membersihkan penghinaan mereka kerana defendan bukan sahaja telah mengingkari injunksi tetapi juga telah mencuba untuk memintasinya. Ini kemudiannya telah dikurangkan ke denda

sebanyak RM2,000 setiap orang atau satu bulan penjara jika ingkar membayar denda, selepas mereka telah menghabiskan beberapa hari di dalam penjara. Seorang lagi pengarah telah didenda RM5,000 atau dua bulan penjara jika ingkar membayar denda kerana beliau diberikan faedah keraguan bahawa beliau mungkin tidak mengetahui tentang perintah itu.

(4) Permohonan defendan untuk penangguhan kes itu atas alasan penyelesaian ditolak kerana kesalahan yang dilakukan terhadap pentadbiran keadilan melalui keingkaran mereka terhadap suatu perintah Mahkamah Tinggi tidak boleh diselesaikan dengan pembayaran ganti rugi kepada plaintif.]

[*Editorial Note*: One of the directors of the first defendant, Lim Kheng Guan, has appealed to the Supreme Court vide Civil Appeal No 02-249-93.]

Notes

For cases on contempt for breach of court orders, see 2 *Mallal's Digest* (4th Ed) paras 559–561, 564–565; [1989] Mallal's Digest 311.

Cases referred to

Biba Ltd v Stratford Investments Ltd [1973] 1 Ch 281; [1972] 3 All ER 1041; [1972] 3 WLR 902 (folld)

Cities Service Oil Co Ltd v Menard (1960) 24 DLR (2d) 495 (folld)

Harding v Tingey (1864) 10 LT 323; (1864) 12 WR 684 (folld)

Spokes v Banbury Board of Health (1865) LR 1 Eq 42; (1865) 14 WR 169 (folld)

TO Thomas v Asia Fishing Industry Pte Ltd [1977] 1 MLJ 151 (folld)

Legislation referred to

Rules of the High Court 1980 O 52 r 2(5), O 52 r 8

Karen J Goonting (*Paul Chong & Kraal*) for the plaintiff.

CT Chan (*AK Lee & Co*) for the defendants and directors of the first defendant; *N Nadkarni* (*AK Lee & Co*) in the application for stay.

Asha Dhillon (*Chung & Chan*) for Lim Kheng Guan, director of the first defendant; *RK Nathan* (*Amar Jit Kaur* with him) (*Chung & Chan*) in the hearing for sentencing.

Cur Adv Vult

Abu Mansor J:

14 January 1993

The first defendant has four directors. Eew Sze Chieh, the second defendant is one of the first defendant's directors. Eew was served with these committal

proceedings on 26 September 1990. On this date, one Leong Sik Hoong was also served. Then on 3 October 1990, one other director of the first defendant, one Lee Weng Kee was served. Then on 15 January 1991, one Lim Kheng Guan, another one of the first defendant's directors, was personally served. On the date of hearing, ie on 2 September 1991, all the directors of the first defendant except Mr Lim Kheng Guan were present but Mr Lim Kheng Guan had filed an affidavit in reply and so is aware of the present proceedings.

The brief facts of this case are as follows. The second defendant was also an employee of the plaintiff. One of the terms of her employment was not to divulge the secrets of the plaintiff company. It was alleged that the second defendant, in breach of the terms of her employment, diverted orders placed by a customer of and meant for the plaintiff to the first defendant where she later became a director.

On 30 May 1990, the plaintiff obtained a mandatory injunction against the first defendant company and the second defendant by which the defendants were restrained from delivering, installing or causing to be installed, etc, the equipment relating to the said order, diverted to the first defendant.

The injunction had been duly served on the first defendant on *30 May 1990* on the company's secretary and also served on 30 May 1990 on the second defendant.

The crux of the present application for contempt is that the plaintiff says the defendants have breached the injunction by delivering and/or causing to be delivered equipment to Ancom Bhd — such delivery occurring on *20 July 1990*.

The applicant [plaintiff] having obtained the required leave then applied by this motion. The grounds of this application are as appear in the statement filed pursuant to O 52 r 2(5) as well as those in the applicant's affidavit of one Tay Thiam Siew, encl 23.

Counsel for the applicant referred to para 7 of the said affidavit in encl 23 — disclosing the following:

(1) On 27 and 28 February 1990, there existed an exclusive agency agreement whereby a company, Lightnin Pty Ltd, Singapore ('LPL', agreed to appoint the plaintiff as the exclusive agent to distribute LPL products in Malaysia. Such exclusive agency was to be in existence till 8 May 1990.

(2) The second defendant, who is the director of first defendant, was also in the employ of plaintiff until 6 March 1990.

The applicant maintains that the second defendant and LPL conspired to divert the Ancom order from the plaintiff whilst the second defendant was still in the employ of the plaintiff and so acted in breach of the agreement between LPL and the plaintiff.

Some examples of the orders diverted are on p 55 which were obtained from LPL's premises pursuant to an Anton Piller order dated

18 August 1990 (pp 77–80 of encl 23 obtained in the High Court, Singapore and executed therein). A

As for the breach of injunction the evidence is at p 55. The orders were dated *27 February 1990* addressed to the first defendant from LPL and marked for the second defendant's attention. The injunction was *30 May 1990* and the delivery, at pp 55–57, was on *20 July 1990*, p 75 of encl 23, in delivery note from a forwarding agency seized from LPL's office during the Anton Piller order. The delivery was by Wira to Ancom Sdn Bhd of two units of mixers and one of another mixer dated 20 July 1990. B

The serial numbers in p 75 correspond to p 61 (the purchase order from first defendant to LPL dated 29 March 1990). At p 63 is given the anticipated date of production and anticipated date of completion as 30 May 1990 and 15 June 1990, respectively. C

Page 65 is similar to the equipment in p 63, and p 65 makes up the equipment delivered vide p 75.

In breach of the restraining order, the defendants delivered or caused to be delivered the equipment. D

In encl 55, the affidavit in reply, exh TTS–1 *was one of the documents seized which was a copy from LPL's premises. It was addressed to the first defendant for second defendant's attention dated 6 June 1990* and this is at p 61 of encl 23. E

Exhibit TTS–1 of encl 55 refers to TTS–31 of encl 23 — that the equipment vide order No CQP0011/90 was delivered after the injunction.

Counsel submitted that on receipt of TTS–1, it was the duty of the second defendant to have informed LPL not to deliver. Her duty as a law-abiding citizen cannot be more clear. F

At this stage of the proceedings, the applicant's counsel was unable to proceed as he wanted to do research on the phrase 'cause to be delivered' whether the knowledge of the injunction alone is sufficient for the defendants to act to stop the purchase order.

When this case finally resumed on 27 March 1992, the plaintiff was asked to give his written submission in two weeks from that date and the defendants to reply in two weeks from receipt of the plaintiff's written submission and the plaintiff to reply accordingly. G

The plaintiff submitted that on 20 February 1990, the second defendant, whilst employed by and without the knowledge of the plaintiff, became a director of the first defendant in breach of the conditions of her employment with the plaintiff. H

On 6 March 1990, the second defendant and one Steven Wang resigned from their employment with the plaintiff and took up employment with the first defendant, the second defendant as a managing director. I

On 20 April 1990, the plaintiff discovered that the second defendant had, whilst in her employment with the plaintiff, diverted the orders meant for the plaintiff to the first defendant.

A On 30 May 1990, the plaintiff obtained an injunction against the defendants restraining them from delivering LPL equipment and/or causing to deliver LPL equipment in orders belonging to/meant for the plaintiff obtained by the first defendant through the knowledge of the second defendant gained whilst she was employed by the plaintiff. The injunction was served on both the defendants on 30 May 1990.

B As a result of an Anton Piller order obtained by the plaintiff in Singapore on 18 August 1990 and in a subsequent search, the plaintiff discovered at LPL's premises a *purchase order No CQP0011/90 dated 29 March 1990 from the first defendant* confirming with LPL the order for the supply of LPL equipment for one Ancom Bhd (Ancom) in Shah Alam C with the expected delivery dated as at end of May 1990.

What is important to note was the fact of admission by the second defendant in her affidavit that the above orders for Ancom were placed through the first defendant in February 1990, *before the termination of the said exclusive agency agreement and when the second defendant was still in* D *plaintiff's employment*. The order for LPL equipment by Ancom was meant for the plaintiff pursuant to the terms and condition of the said exclusive agency agreement.

The plaintiff obtained a copy of the delivery note showing that *in breach of the injunction*, the equipment *was delivered to Ancom on or about* E *20 July 1990* — after the injunction was served on the defendant.

The plaintiff therefore applies to have committed the following persons to prison for the breach of the said injunction:

(a) the first defendant;

(b) Eew Sze Chieh @ Yew Sze Kiat (f), second defendant;

F (c) Leong Sik Hoong ('Leong');

(d) Lee Weng Kee ('Lee'); and

(e) Lim Kheng Guan ('Lim').

The above individuals are the directors of the first defendant company.

G The plaintiff seeks to have committed the first defendant and its directors for allegedly breaching the third limb of the injunction obtained on 30 March 1990 that restrains the first defendant and or second defendant:

> ... from delivering and/or installing or causing to deliver and or install equipment ... manufactured/produced by LPL where whose orders were obtained by the H first defendant through the knowledge of the second defendant gained whilst in the employ of the plaintiff and based on information which is the property of the plaintiff.

At p 11 of the plaintiff's submission, it is stated that *Lim* had knowledge of injunction in early October 1990. Enclosure 23 was personally served I on Lim on 15 January 1991.

The plaintiff's counsel submitted that the authority that may be applicable is at p 14 — *Harding v Tingey* (1864) 10 LT 323; (1864) 12 WR 684 — pp 18–21 to the plaintiff's bundle of authorities.

The plaintiff submitted that the defendant's conduct clearly showed that they were guilty of contempt for breach since by their conduct they were able to evade the provisions of the injunction.

Counsel cited the case of *Cities Service Oil Co Ltd v Menard* (1960) 24 DLR (2d) 495 (at p 57 of the plaintiff's bundle of authorities) wherein in that case the defendant, having been appointed [the plaintiff's] farm agent, was sued for breach of contract to act as a farm agent and a handler of its products in a certain area and an interim injunction was granted prohibiting him from handling or distributing products other than those of the plaintiff's. When the wife of the defendant and two drivers of the defendant's company were parties to a scheme of establishing a partnership to sell company's products in the same area and the evidence was that the defendant himself sold products other than the plaintiff's after the injunction was issued and served, it was held the defendant's conduct was to flout the court's order.

Equally, the plaintiff submitted on the facts of our present matter the defendants not only intentionally breached the injunction but also connived with LPL and Steven Wang by working out a scheme to circumvent the injunction by getting LPL to deliver the equipment directly to Ancom instead of personally delivering it to the first defendant as originally intended.

The court noted that the first defendant's instruction in the order dated *29 March 1990* for the delivery to the above address could only be delivery to the first defendant's address which appeared on the heading of the purchase order. It was clear that the equipment in the purchase order was for Ancom for it referred to LPL's Reference No 90–M–5016 in LPL's document, for Ancom (see pp 63 and 65 of encl 23). In this transaction, in order that it could not be traced to them, the defendants used Oilquip to receive payments from Ancom for the equipment which payment was the first defendant's commission for ordering the equipment.

Leong's, Lee's and Lim's defence was they played only passives role in the first defendant, leaving the day-to-day running of the company to the second defendant. They alleged they could not be committed for contempt. I find merit in the applicant's counsel's argument that directors of a company who have been notified of an injunction are liable for the breach of the injunction by the company and it is no defence if they claim they were only 'sleeping directors' (see *Biba Ltd v Stratford Investments Ltd* [1973] 1 Ch 281; [1972] 3 All ER 1041; [1972] 3 WLR 902 of the plaintiff's supplementary bundle of authorities). See the supplementary bundle.

Basing myself on the authority of *Harding v Tingey* (pp 18–21 of the plaintiff's bundle of authorities) where at the time the injunction granted was served on the defendant, the auctioneer had, on the order of the defendant, sent the advertisement of a sale to the press. From the evidence it was held that the advertisement could have been stopped if the defendant had acted with diligence but he did not do so but, a few days after, inserted an advertisement that the sale would be postponed. Motions being made to commit the defendant and the auctioneer for contempt, it was held that it was of the greatest importance that the order should have been observed.

A In the course of reading the cases cited by the plaintiff, I had occasion to read the reported case of *TO Thomas v Asia Fishing Industry Pte Ltd* [1977] 1 MLJ 151 at p 158 where his Lordship Lee Hun Hoe CJ (Borneo) quoted with approval the case of *Spokes v Banbury Board of Health* (1865) LR 1 Eq 42; (1865) 14 WR 169 and the learned Chief Justice wrote:

B

> In *Spokes v Banbury Board of Health* an injunction was granted on 6 March restraining a local board of health from causing or permitting sewage, or water polluted therewith, to pass through drains or channels under their control into a river, to the injury of the plaintiff, a miller, residing about three miles below the outfall of the works of the local board. Execution of
> C the order was stayed till 1 July. However, after 1 July they did not stop the flow of sewage into the river. They said that they had not as yet discovered any mode of deodorizing the sewage and that compliance with the order was practically impossible and would expose them to proceedings. They would also infringe an Act of Parliament. They said that there had been no wilful default and that a sequestration would be ineffectual. It would compel
> D members of the board to resign. Held, that there had been a gross and wilful contempt, and sequestration ordered to issue. In delivering his judgment, Sir W Page Wood VC made these pertinent observations:
>
> > '... the simple and only view is, that an order must be obeyed, and that those who wish to get rid of that order must do so by the proper course of an appeal. So long as it exists, the order must be obeyed, and obeyed
> > E to the letter and any one who does not obey it to the letter is guilty of committing a wilful breach of it, unless there be some misapprehension which all mankind are subject to, and which may mislead him upon the plain reading of the order. But, in this case, that the order is plain there is no doubt.'

F From the facts of the present case, after I had considered all authorities cited I have no hesitation in holding that the defendants had ample opportunity to obey the order in the injunction. As was stated, I found as a fact that when the defendants had all been served with the injunction, there *existed a fax dated 6 June 1990 from LPL to the first defendant informing the defendants* that delivery of the equipment for Ancom was rescheduled for
G shipping in mid-June 1990 (see exh TTS–1, encl 57). The defendants were definitely aware that by this delivery, the injunction would certainly be breached. If the defendants were mindful to act diligently as decided in the case of *Harding v Tingey* above, they should have obeyed the injunction and caused the shipment to be stopped. In failing to do so, they have knowingly
H breached the order. I find the first defendant and its directors and second defendant guilty of contempt.

I then proceeded to hear the defendants why I should not impose a proper sentence to a date to be fixed by the senior assistant registrar. Sentence was fixed for hearing on 20 May 1993.

I *20 May 1993 — Sentencing*

After hearing pleas in mitigation from counsel for the defendants I sentenced the three defendants, the directors of the first defendant company:

(1) Eew Sze Chieh (second defendant);
(2) Leong; and
(3) Lee

to imprisonment until they purge their contempt. As for another director, Lim, he was fined RM5,000 in default two months' imprisonment.

I felt a custodial sentence on directors (1), (2) and (3) until they purge their contempt was justified because the first defendant not only failed to obey the order of injunction but the company also contrived and devised means to circumvent the court order, in the face of the clear injunction of the court. The gravity of their offence was in failing to see that the orders of the court were obeyed. In the case of director Lim, he was given the benefit of the doubt that he might have been ignorant of the order but the total evidence pointed to that he would have been consulted after the company was served with the injunction in view of his vast experience and also holding directorship of a few companies and the injunction affected his 'investment'.

I now set down my reason for the sentence. At the outset of today's proceedings for mitigation, counsel for the defendants (1), (2) and (3) above applied to the court to have the case postponed because she says steps are afoot to have matters in this case settled.

To the question from the court if this is a matter that can be settled as the injury to the administration of justice cannot be cured by the defendants settling this matter, counsel for them replied settlement would be a matter that the court may want to take into account in mitigation before passing sentence.

I refused this eleventh hour application for a postponement. I held that this is a matter that cannot be cured by a settlement by a payment of damages to the plaintiff. The wrong to the administration of justice by their disobedience of a High Court order cannot just be settled by the payment of damages to the plaintiff. In any case, if there were to be a settlement it should have been done well before the date for sentence to reflect the true remorse and repentance of the defendants after disobeying the court's order. In fact, this attempt by the defendants to side-track the proceeding for sentence was another of the defendants' acts to circumvent what was coming. I was going to have nothing of that.

I found that the acts of disobedience to the court was in fact blatant. The first defendant's directors and second defendant, after having been served with the order, never intended to obey it. They engaged a solicitor, Lewis & Co, and one can presume that the engagement of the solicitor was to get advice on how to properly act. In spite of getting proper advice the first defendant, through their directors, went on to commit a breach of the said injunction.

The second defendant, Eew Sze Chieh ('Eew') had all the knowledge of customers and their orders gathered whilst in the plaintiff's employment. On 30 May 1990, though she had left the employment of the plaintiff, but restrained by the court, the company through Eew diverted orders meant

for the plaintiff, to the first defendant with the help of telexes meant for the plaintiff. This defendant, Eew, together with the other directors, Mr Leong and Mr Lee, never heeded the orders of the High Court restraining the first defendant and the company directors.

Instead of obeying the injunction of the court and stopping to act and do things to the detriment of the plaintiff, the defendant through the directors persisted in breaching the court's order.

For instance, there was a purchase order discovered from the first defendant, to LPL (the manufacturers) dated 29 July 1990, encl 23, at p 61. At the foot of that order for equipments there were the words 'Kindly deliver to the above address' and that address was the first defendant's address.

Then again in defiance of the injunction (30 May 1990) there was a telex dated 6 July 1990 to a customer, Ancom Bhd, advising Ancom that the supplier of the equipment from then on was Oilquip (not the plaintiff) and Oilquip and the first defendant shared the same address. This apart, Oilquip and the first defendant shared also a common director and one employee Steven Wang (who had sent the 6 July 1990 telex, encl 64 at p 2).

By this clever manipulative act the second defendant has attempted to circumvent the orders of the injunction which restrained the first and second defendants from delivering and/or causing to deliver LPL equipment. By this clever process LPL delivers the equipment to Ancom and Oilquip receives the payment.

Since the defendants had the benefit of counsel after the injunction was served, the injunction was still breached and because of the clear terms of the injunction, counsel for the plaintiff moved that a custodial sentence be meted out. I upheld that submission. There are just too many people who flout the orders of the High Court as if they are orders of no consequence. I am making a stand that orders of the High Court should be obeyed or else there will be a breakdown in the due administration of justice. In this case, the defendants have not only disobeyed but attempted to manipulate and circumvent the court's order. I therefore sentence (1), (2) and (3) above to imprisonment till they purge their contempt.

As for director Lim, his counsel, Mr Nathan, prayed that I might exercise my discretion in not passing on him a custodial sentence under O 52 r 8. I considered that he had not been served when the order of court was breached. I gave him the benefit of the doubt that he might be a 'sleeping' director but perhaps he is not such a sleeping director after all having put his money into the first defendant company and he is an accountant of some standing and also director of a number of companies to his credit. I am failing in my duty if I say that he is such a sound sleeper because of his vast experience in company matters. I am not too sure if he was not consulted as to what to do after the injunction had been served on the first defendant as his investment has been directly affected. In view of this, I sentenced him to a fine of RM5,000 in default two months' [imprisonment] to send a message, as a deterrent to other directors and a

company director must look after his company and have obeyed the law of the country.

24 May 1993 — Application for stay

On 20 May 1993, the defendants were sentenced to imprisonment till they purged their contempt. Hardly a few days [have] passed [and] they are applying for a stay of my imprisonment order pending appeal.

I have perused the affidavit filed by counsel for the defendants, there is a complete absence of any word of apology or remorse in the affidavit filed on behalf of the defendants. The counsel in fact made an untrue statement in the affidavit alleging that imprisonment is unlawful because there is no warrant of committal issued. I have examined the file and I find that this is an untrue statement and callously made without first ascertaining the true facts. The order is valid until reversed.

Turning to the defendants as I have said they were sentenced to imprisonment to purge their contempt. From the affidavit of their counsel, in each case, the defendants cannot stay in prison for the various reasons assigned by each defendant. They want to be out. I find they remained unrepentant. Instead of imprisonment, I have decided they each will purge their contempt by the payment of a fine as provided for in O 52 r 8. I fined each of them RM2,000 in default one month's imprisonment to purge their contempt. In coming to this decision, I have taken into account they have served a few days of imprisonment. I will not entertain any application for a stay of this punishment of a fine. Since the defendants have been fined, I make no order in application encl 79 since they are free to go after payment of a fine.

Order accordingly.

Reported by Anne Khoo